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**UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY**

ARK SYNDICATE MANAGEMENT,	x	
LTD, subrogee of IDEAVILLAGE	:	Civil Action
PRODUCT CORP. OF PITTSBURGH,	:	
PA.,	:	No. 2:15-cv-01295-CCC-JBC
	:	
Plaintiffs,	:	
	:	ANSWER TO COUNTERCLAIM OF
vs.	:	THIRD-PARTY DEFENDANT eBay
	:	ENTERPRISES, INC., PLED AS GSI
	:	COMMERCE, INC.
NEXSTAR HOLDING CORP, PRO-	:	
TOUCH OF TAMPA BAY, INC., JJP	:	
CONTRACT PACKAGING d/b/a PLESH	:	
CONTRACT PACKAGING,	:	
	:	
Defendants.	:	
	x	
JJP CONTRACT PACKAGING d/b/a	x	
PLESH CONTRACT PACKAGING,	:	
	:	
Third-Party Plaintiff,	:	
	:	
v.	:	
	:	
FOSDICK FULFILLMENT CORP.,	:	
DISTRIBUTION ALTERNATIVES,	:	
INC., d/b/a DSS, GSI COMMERCE,	:	
INC.,	:	
	:	
Third-Party Defendants.	:	
	x	

Defendant and Third-Party Plaintiff JJP Contract Packaging d/b/a Plesh Contract Packaging ("JJP"), as and for its Answer to the Counterclaim of Third-Party Defendant eBay Enterprises, Inc., pled as GSI Commerce, Inc. ("EEI"), states as follows:

1. JJP denies the allegations of EEI in support of EEI's Counterclaim for contribution and indemnification.

WHEREFORE, Defendant and Third-Party Plaintiff JJP Contract Packaging d/b/a Plesh Contract Packaging demands judgment dismissing the Counterclaim of eBay Enterprises, Inc., pled as GSI Commerce, Inc., with prejudice, for attorneys fees and costs of suit, and such other relief as the Court may deem equitable and just.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

EEI's Counterclaim fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Counterclaims for contribution can only arise after a trial and judgment against the party asserting the claim. See Stahl v. Ohio River Company, 424 F.2d 52, 55 (3d Cir. 1970).

THIRD AFFIRMATIVE DEFENSE

EEI's Counterclaim is barred by the doctrines of contributory negligence and comparative fault.

FOURTH AFFIRMATIVE DEFENSE

EEI's Counterclaim is barred because any damages suffered by plaintiff were caused by plaintiff's own negligence, or the negligence of other parties over whom JJP had no control.

FIFTH AFFIRMATIVE DEFENSE

EEI has no claim for contribution or indemnification against JJP, because JJP is not liable to plaintiff in any respect, under any legal theory.

WINDELS MARX LANE & MITTENDORF, LLP
Attorneys for Defendant and Third-Party Plaintiff
JJP Contract Packaging d/b/a Plesh Contract Packaging

By: 
RODMAN E. HONECKER

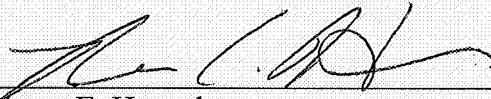
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Dated: April 20, 2015

CERTIFICATION OF SERVICE

1. I am an attorney duly licensed to practice law in the State of New Jersey and a partner with the law firm of Windels Marx Lane & Mittendorf, counsel for Defendant and Third-Party Plaintiff JJP Contract Packaging d/b/a Plesh Contract Packaging.

2. On April 20, 2015, I caused this pleading to be filed via ECF and counsel for all parties which filed an appearance, including counsel for EEI, thereby received notice hereof.



Rodman E. Honecker

Dated: April 20, 2015